

EXHIBIT A

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

HEIDI JONES

Plaintiff,

v.

Case No: 19- -NI
Hon.

SAFECO INSURANCE COMPANY OF AMERICA and
CITIZENS INSURANCE COMPANY OF AMERICA and
CITIZENS INSURANCE COMPANY OF THE MIDWEST, and
BRETT D PARRY and RYDER TRUCK RENTAL INC.

Defendants.

Bill Farhat (P82100)
Law Offices of Joumana Kayrouz, PLLC
Attorney for Plaintiff
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Southfield MI 48075
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There is no other pending or resolved civil action arising
out of the transaction or occurrence alleged in the complaint

**COMPLAINT FOR DECLARATORY RELIEF, DAMAGES
AND JURY DEMAND**

Plaintiff, Heidi Jones, by and through his attorneys, Law Offices of Joumana Kayrouz, PLLC, for his complaint against SAFECO INSURANCE COMPANY OF AMERICA and CITIZENS INSURANCE COMPANY OF AMERICA and CITIZENS INSURANCE COMPANY OF THE MIDWEST (Collectively as "Safeco") and Brett D Parry and Ryder Truck Rental Inc. state as follows:

NATURE OF THE CLAIMS

1. This is an action for No-Fault benefits and for bodily injury. On or about May 30, 2017, Heidi Jones was injured in a motor vehicle accident caused by Brett D Parry and Ryder Truck Rental Inc. within the meaning of the Michigan No-Fault Act 500.3101 et seq. By this

action, Heidi Jones seeks reimbursement for allowable no-fault benefits, damages for bodily injury, pain and suffering, as well as all no-fault penalty interest, no-fault penalty attorneys' fees, and any other damages to which she is entitled under Michigan Law.

PARTIES

2. Plaintiff, Heidi Jones resides at 2871 International Dr. Apt 1920C, Ypsilanti MI 48197.
3. Defendant, SAFECO INSURANCE COMPANY OF AMERICA, is an insurance company doing business in Wayne County, Michigan. SAFECO is the no-fault insurer responsible to provide no-fault benefits regarding injuries sustained by Heidi Jones.
4. Defendant, and CITIZENS INSURANCE COMPANY OF THE MIDWEST, is an insurance company doing business in Wayne County, Michigan and is the no-fault insurer responsible to provide no-fault benefits regarding injuries sustained by Heidi Jones.
5. Defendant CITIZENS INSURANCE COMPANY OF AMERICA is an insurance company doing business in Wayne County, Michigan and is the no-fault insurer responsible to provide no-fault benefits regarding injuries sustained by Heidi Jones.
6. Defendant Brett D. Parry is a resident of 650 Concord Way, Prospect Hts., IL 60070. Defendant Brett D Parry and Ryder Truck Rental Inc. is at fault for the accident and resulting injuries to Plaintiff Heidi Jones.
7. Ryder Truck Rental Inc., is doing business in Wayne County, Michigan. Defendant Brett D Parry and Ryder Truck Rental Inc. is at fault for the accident and resulting injuries to Plaintiff Heidi Jones.

JURISDICTION AND VENUE

8. Jurisdiction is proper in this court because the amount in controversy is greater than 25,000.00 and the complaint also seeks equitable relief.

9. Venue is proper in accordance with MCL 600.1629, because the Defendant SAFECO conducts business in Wayne County, and Defendant Ryder Truck Rental Inc. does business in Wayne County and the subject accident occurred in Wayne County.

COUNT I – FIRST PARTY NO-FAULT BENEFITS

10. Paragraphs 1 through 5 are incorporated by reference as if fully restated herein.
11. On or about May 30, 2017 Heidi Jones injured in a motor vehicle accident in which Defendant Brett D Parry and Ryder Truck Rental Inc. failed to yield at an intersection causing Plaintiff Heidi Jones to suffer accidental bodily injury within the meaning of the no-fault act, MCL 500.3101, et. seq.
12. At the time of the motor vehicle accident, Heidi Jones was entitled to no-fault benefits under a policy of insurance issued by Defendant SAFECO, which was further assigned claim # 15-00988902, and which policy was in effect and applied to the motor vehicle involved in the motor vehicle accident.
13. That as a result of this motor vehicle accident, Heidi Jones has suffered substantial injuries which may include but are not necessarily limited to injuries to the back, neck, shoulders, arms, legs, knees, elbows, hands, feet, head, chest, and/or torso and incurred substantial medical expenses, work loss, and other expenses for which she has coverage under the above mentioned insurance policy.
14. Heidi Jones and her medical providers are entitled to be reimbursed for all reasonable charges for all reasonably necessary products, services and accommodations related to his care, recovery and rehabilitation within the meaning of the No-Fault Act, MCL 500.3107(1)(a).
15. That as a result of this motor vehicle accident, Heidi Jones requires ongoing medical care and is not capable of engaging in his normal activities of daily living, including the performance of services he would have performed for himself had he not been injured.

16. That as a result of this motor vehicle accident, Heidi Jones has required and/or is currently in need of medical care, and/or assistance with his activities of daily living, and daily household tasks.
17. Plaintiff provided SAFECO with reasonable proof of the claims and expenses and demanded payment.
18. Despite these demands, SAFECO has failed to reimburse Plaintiff for all reasonable expenses to which it is entitled under the Michigan No-Fault Act.
19. SAFECO's actions in withholding and/or delaying payment for the benefit of Heidi Jones and any and all other medical providers are a breach of their contractual and/or statutory obligation to provide no-fault benefits.
20. SAFECO's actions in withholding and/or delaying payment subjects it to No-Fault penalty interest pursuant to MCL 500.3142.
21. SAFECO's actions in withholding and/or delaying payment are unreasonable within the meaning of the No-Fault Act, and subjects it to liability for No-Fault penalty attorney fees pursuant to MCL 500.3148.

COUNT II – NEGLIGENCE – BODILY INJURY

22. Plaintiff re-alleges counts 1-21 as if fully restated herein.
23. Defendant Brett D Parry and was driving a vehicle owned by Ryder Truck Rental Inc., and through his/her own negligence impacted Plaintiff's vehicle when Plaintiff had the right of way at the time of the aforementioned accident.
24. That Defendant Brett D Parry and Ryder Truck Rental Inc. owed Plaintiff the following duties of care:
 - a. to operate the motor vehicle on the roadway in a safe manner and at a rate of speed that would permit it to be stopped within a safe distance, MCL 257.627(1)

- b. not to operate the vehicle carelessly and heedlessly with willful and wanton disregard for the safety and rights of others, MCL 257.626(2)
- c. to keep the automobile constantly under control
- d. to attempt to stop the vehicle when Defendant knew or should have known that failure to do so would naturally and probably result in injury to Plaintiff
- e. to observe the highway in front of Defendant's vehicle when Defendant knew or should have known that failure to observe Plaintiff's oncoming vehicle would endanger the life or property of other persons using the roadway
- f. to come to a full stop before entering the roadway from a private road or driveway and to yield to all approaching vehicles, MCL 257.652

25. That Defendant Brett D Parry and Ryder Truck Rental Inc., by his/her actions, breached that duty of care.

26. As a direct and proximate result of the breach of duties, the collision occurred and the injuries stated in this complaint resulted.

27. That upon information and belief, Defendant Brett D Parry and Ryder Truck Rental Inc. did maintain an applicable policy of insurance covering potential losses from such an accident with Great -West Casualty and/or General Logistics Insurance, with policy# GWP30506L and claim: K91101.

28. As a direct and proximate result of the negligence of Defendant Brett D Parry and Ryder Truck Rental Inc., Plaintiff suffered serious injuries, currently suffers, and/or may in the future suffer or permanently suffer mental anguish, pain and suffering, injuries, and limitations, including serious impairment of body function or permanent or serious disfigurement and aggravation of any preexisting conditions. Plaintiff's damages include, but are not limited to, the following injuries:

- a. serious injuries to the back, neck, and other parts of the body as well as other related and appreciable difficulties, injuries, or consequences that have occurred, developed, or aggravated any preexisting problem that might have existed
- b. pain, suffering, and mental anguish
- c. wage loss or actual future loss of earnings to the extent that such losses are recoverable in excess of the no-fault statutory monthly and yearly maximums that are found to apply to the cause

- d. other damages, injuries, and consequences that are found to be related to the automobile accident that developed during the course of discovery, to the extent that the damages are recoverable under the Michigan No-Fault Insurance Act

29. Neither Defendant Brett D Parry and Ryder Truck Rental Inc. nor anyone on their behalf has paid for the above damages.

**COUNT III – BREACH OF CONTRACT AS TO UNINSURED/UNDERINSURED
MOTORIST BENEFITS**

30. Plaintiff re-alleges counts 1-29 as if fully restated herein.

31. That on said date and time, there was an insurance policy in full force and effect which provided for uninsured and/or underinsured motorist benefit coverage, which was purchased from Defendant SAFECO.

32. That said uninsured motorist policy was in effect as a source of recovery where Plaintiff would have been entitled to recover from the owner or operator of the vehicle which struck her, but for insufficient insurance.

33. That it has been established that the driver of the vehicle which struck the Plaintiff left the scene of the accident and demand for uninsured motorist benefits has been made to SAFECO.

34. That Defendant SAFECO unreasonably and unlawfully refuses or neglects to pay Plaintiff in accordance with her uninsured motorist policy, and is therefore in breach of contract.

35. That Plaintiff is also entitled to excess economic damages under MCL § 500.3135(3)(c).

WHEREFORE, Plaintiff asks the court for the following relief:

- a. Grant injunctive relief compelling SAFECO to pay the claims for all services provided to Plaintiff;
- b. Grant judgment pursuant to MCR 2.605 declaring that SAFECO is liable for all the No-Fault benefits payable Plaintiff;

- c. Grant Judgment against SAFECO and order payment to Plaintiff for the total amount of liability due pursuant to personal injury protection benefits within the meaning of the No-Fault Act;
- d. Grant Judgement against Defendant SAFECO and Defendant Brett D Parry and Ryder Truck Rental Inc. and order payment to Plaintiff for the total amount of liability due including all economic and non-economic damages as alleged in the complaint.
- e. Grant Judgment against SAFECO for costs and interest pursuant to MCL 500.3142;
- f. Hold that SAFECO' delay and/or withholding of payment is unreasonable pursuant to MCL 500.3148, and order SAFECO to pay penalty attorneys' fees.
- g. Order a speedy hearing of this action and advance it on the calendar pursuant to MCR 2.605(D); and
- h. Grant such additional relief as this court deems just and proper.

Respectfully submitted by,

Law Offices of Joumana Kayrouz, PLLC

/s/ Bill Farhat

Bill Farhat (P82100)

Attorney for Plaintiff

(248) 557-3645

Dated: January 25, 2019

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JURY DEMAND

Plaintiff, HEIDI JONES, hereby demands a trial by jury in the above matter.

Respectfully submitted by,

Law Offices of Joumana Kayrouz, PLLC

**/s/ Bill Farhat
Bill Farhat (P82100)
Attorney for Plaintiff
(248) 557-3645**

Dated: January 25, 2019